Document No. 02

Invitation to offer for NHS Generic Pharmaceuticals Wave 10b
Offer reference number: CM/PHG/15/5465
Period of framework agreement: Dates detailed below with options to extend up to a maximum period of 48 months
Potential periods of call-offs under the framework agreement:

100% products:	**All regions:**	**01/11/2016 to 28/02/2019 (28 months)**
33% products:	**DCE & DSW:**	**01/11/2016 to 30/06/2018 (20 months)**
Housekeeping:	**DLS & DNE:**	**01/11/2016 to 30/06/2017 (8 months)**
	DLN & DNW:	**01/11/2016 to 30/06/2017 (8 months)**

Terms of offer

1. The Commercial Medicines Unit

1.1 The Secretary of State for Health acting as part of the Crown through the Commercial Medicines Unit (CMU), (**Authority**) is conducting this procurement exercise as a central purchasing body for and on behalf of the Participating Authorities with whom the successful Offerors will ultimately enter into contracts for the supply of the goods and/or services. The Participating Authorities are the organisations specified in Document No. 10 (Participating Authorities).

1.2 The Authority will not be a party to any such subsequent contracts. In accordance with Regulation 37 of the Public Contracts Regulations 2015, each Participating Authority is and shall remain responsible for the conduct of its award of contracts under the framework agreement, including fulfilling the requirements imposed by Part 2 of the Public Contracts Regulations 2015 when conducting an award of contract(s) under the framework agreement.

1.3 The Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:

1.3.1 the conduct of Participating Authorities in relation to the framework agreement;

1.3.2 the acts or omissions of a Participating Authority in connection with a contract between the successful Offeror and the Participating Authority entered into pursuant to the framework agreement; or

1.3.3 the performance or non-performance of a contract between the successful Offeror and the Participating Authority entered into pursuant to the framework agreement.

2. The framework agreement

2.1 This procurement exercise concerns the conclusion of a framework agreement under which one or more successful Offerors will be appointed to supply goods and/or services on the terms agreed to such of the Participating Authorities as may place orders for such goods and/or services from time to time.

2.2 The Authority cannot mandate the Participating Authorities to place any orders or any particular level of orders, nor can it require them to place orders with particular successful Offerors. It follows that the Authority can give no warranty that any successful Offeror will receive any business or any particular level of business under the framework agreement.

2.3 Any volume estimates provided to Offerors by Authority staff are statements of opinion, provided in good faith and based on past experience and market knowledge, but they should not be relied upon by Offerors in formulating their Offers.

2.4 By submitting an Offer, an Offeror is deemed to acknowledge and agree that:

2.4.1 the supply of goods and/or services under any framework agreement resulting from this procurement exercise is not an exclusive arrangement; and

2.4.2 notwithstanding the establishment of any framework agreement pursuant to this procurement exercise, the Authority and/or any of the Participating Authorities may at any time purchase goods and/or services from (and/or enter into other contracts and framework agreements with) any third party that are the same as, or similar to, the goods and/or services described in the Specification (Document No.05).

3. Information and confidentiality

3.1 Information that is supplied to Offerors as part of the procurement exercise is supplied in good faith. However, Offerors must satisfy themselves as to the accuracy of such information and no responsibility is accepted for any loss or damage of whatever kind or howsoever caused arising from the use by the Offerors of such information, unless such information has been supplied fraudulently by the Authority.

3.2 All information supplied to Offerors by the Authority in connection with this procurement exercise shall be regarded as confidential. By receiving information in any manner whatsoever in relation to this procurement exercise, Offerors agree to be bound by the obligation to preserve the confidentiality of all such information.

3.3 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

3.4 For these purposes, the Authority may disclose within Government any of the Offerors documentation/information (including any that the Offeror considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Offeror to the Authority during this procurement. The information will not be disclosed outside Government. Offerors taking part in this competition consent to these terms as part of the competition process.

3.5 This Invitation to Offer and its accompanying documents shall remain the property of the Authority and shall be returned to the Authority on demand.

4. Freedom of Information Act 2000

4.1 The Freedom of Information Act 2000 (FOIA) applies to the Authority.

4.2 Offerors should be aware of the Authority's obligations and responsibilities under the FOIA to disclose, on request, recorded information held by the Authority. Information provided by Offerors in connection with this procurement exercise, or in connection with any framework agreement that may be concluded as a result of this exercise, may therefore have to be disclosed by the Authority in response to such a request, unless the Authority decides that one of the statutory exemptions under the FOIA applies. The Authority may also include

certain information in the Department of Health's freedom of information publication scheme: guide to information.

4.3 In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the FOIA or the Environmental Information Regulations 2004, the Authority may consider it appropriate to ask Offerors for their views as to the release of any information before a decision on how to respond to a request is made. In dealing with requests for information under the FOIA, the Authority must comply with a strict timetable and the Authority would, therefore, expect a timely response to any such consultation within five working days (a working day being any day of the week from Monday to Friday excluding Bank holidays in the United Kingdom).

4.4 If Offerors provide any information to the Authority in connection with this procurement exercise, or with any framework agreement that may be concluded as a result of this exercise, which is confidential in nature and which an Offeror wishes to be held in confidence, then Offerors must clearly identify in their offer documentation the information to which Offerors consider a duty of confidentiality applies. Offerors must give a clear indication which material is to be considered confidential and why it is considered to be so, along with the time period for which it will remain confidential in nature. Such indications by Offerors shall also include the section number in FOIA for the applicable exemption and where the proposed exemption is classified as a qualified exemption under FOIA, Offerors shall indicate clearly how they have determined that the result of the public interest test applicable under FOIA would be that the information is exempt. This information should be listed in Document No.11 (Commercially Sensitive Information Schedule). The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate. In addition, marking any material as "confidential" or equivalent should not be taken to mean that the Authority accepts any duty of confidentiality by virtue of such marking. Please note that even where an Offeror has indicated that information is confidential, the Authority may be required to disclose it under the FOIA if a request is received.

4.5 The Authority cannot accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

4.6 In certain circumstances where information has not been provided in confidence, the Authority may still wish to consult with Offerors about the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party.

4.7 The decision as to which information will be disclosed is reserved to the Authority, notwithstanding any consultation with Offerors.

5. Right to publish – Transparency agenda

5.1 Bu submitting an Offer, an Offeror is deemed to acknowledge and agree that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, this Invitation to Offer and the content of any framework agreement resulting from this procurement exercise will be published in accordance with the Government's policies on transparency as expounded in the Guidance published by the Cabinet Office. Further information on transparency can be found at: https://www.gov.uk/government/policies/buying-and-managing-government-goods-and-services-more-efficiently-and-effectively

5.2 The Authority shall be ultimately and solely responsible for determining whether any of the content of this Invitation to Offer and any framework agreement that is concluded as a result of this procurement exercise is exempt from disclosure in accordance with the provisions of the FOIA.

6. Samples

6.1 Offerors will be required to submit samples of each item offered. Such samples shall be provided free of charge.

6.2 Samples should be despatched under separate cover as and when required by the Authority.

6.3 Samples should be clearly marked with the name of the Offeror and the project code reference: **CM/PHG/15/5465.** Samples should be clearly labelled **'NHS Generic Pharmaceuticals Wave 10b.'**

7. Prices

7.1 Prices must be stated in the Offer Schedule (Document No.06a(ii), Document No.06a(iv) and Document No.06a(vi)) and must remain open for acceptance until **ninety (90)** days from the closing date for the receipt of offers.

7.2 Prices must be firm (i.e. not subject to variation) for the duration of any framework agreement that may result from this procurement exercise subject only to any variation provisions contained in the framework agreement and documents derived from this.

7.3 Prices must be quoted in sterling (GBP) and exclusive of Value Added Tax.

8. Requirement and Lot Structure

8.1 A detailed description of the goods and/or services that an Offeror will be required to supply for a Lot in which it has been successful is set out in the Offer Schedules (Document No.06a(ii), Document No.06a(iv) and Document No.06a(vi)) and the Specification (Document No.05). Each National Product Code product description (**NPC product description**) listed in the Offer Schedules (Document No. 6a(ii), Document No.06(iv) and Document No.06a(vi)) shall be a '**Product**' for the purposes of this Invitation to Offer.

8.2 The procurement is sub-divided into Lots. For this procurement process there are six geographic buying groups:

LOT	DESCRIPTION
DCE	Central
DSW	South Central and South West
DLS	South East and South London
DNE	North East and Yorkshire
DLN	Eastern and North London
DNW	North West

(as more particularly described in Document No. 10 (Participating Authorities)) and each such geographic buying group shall be a '**Lot**' for the purposes of this Invitation to Offer).

8.3 The tender comprises three separate offer schedules:

8.3.1 CM/PHG/15/5465/01 – 100% Oral Products (all of the above-named Lots being applicable)

8.3.2 CM/PHG/15/5465/02 – 33% Hospital Only Products (DCE & DSW of the above-named Lots being applicable only)

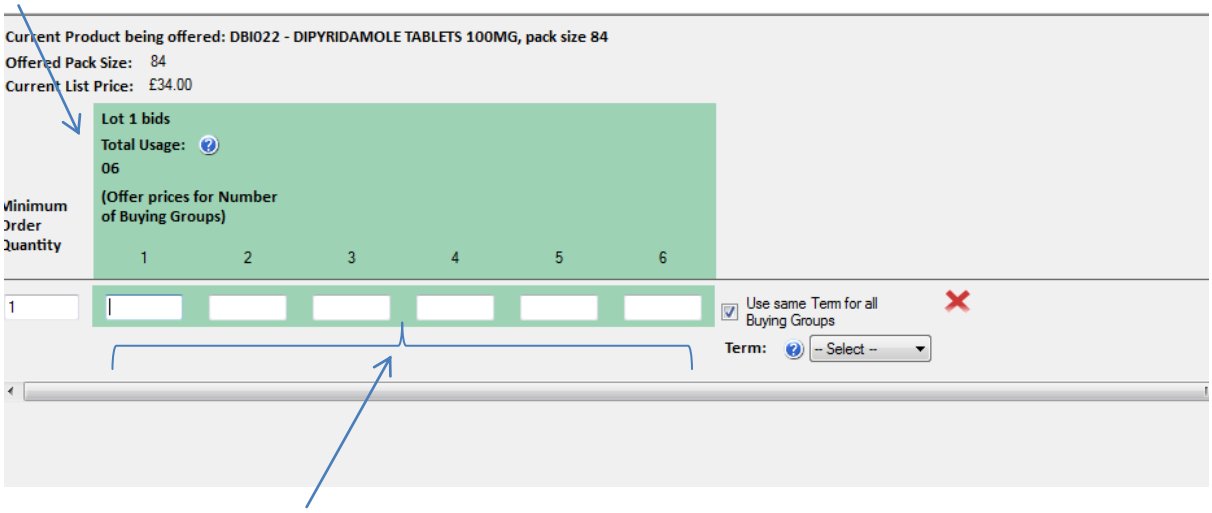
8.3.3 CM/PHG/15/5465/03 – Housekeeping Hospital Only Products (DLS & DNE and DLN & DNW of the above-named Lots being applicable only)

8.4 Subject to paragraph 8.3, Offerors have the opportunity to bid for all or any combination of the Lots. However, there is a restriction on the number of Lots that an Offeror can be awarded. Where an Offeror is successful in more than one (1) Lot, in order to ensure a diverse range of suppliers, the following shall apply:

8.4.1 **CM/PHG/14/5465/01 – 100% Oral Products**

In respect of each Product listed in the CM/PHG/15/5465/01 – 100% Oral Products offer schedule (see Document 6a(ii)), up to all of the six (6) Lots may be awarded to one supplier

Please note that this reference to 'Lot' in the SELECTT tender tool does not equate to a Lot as defined at paragraph 8 above

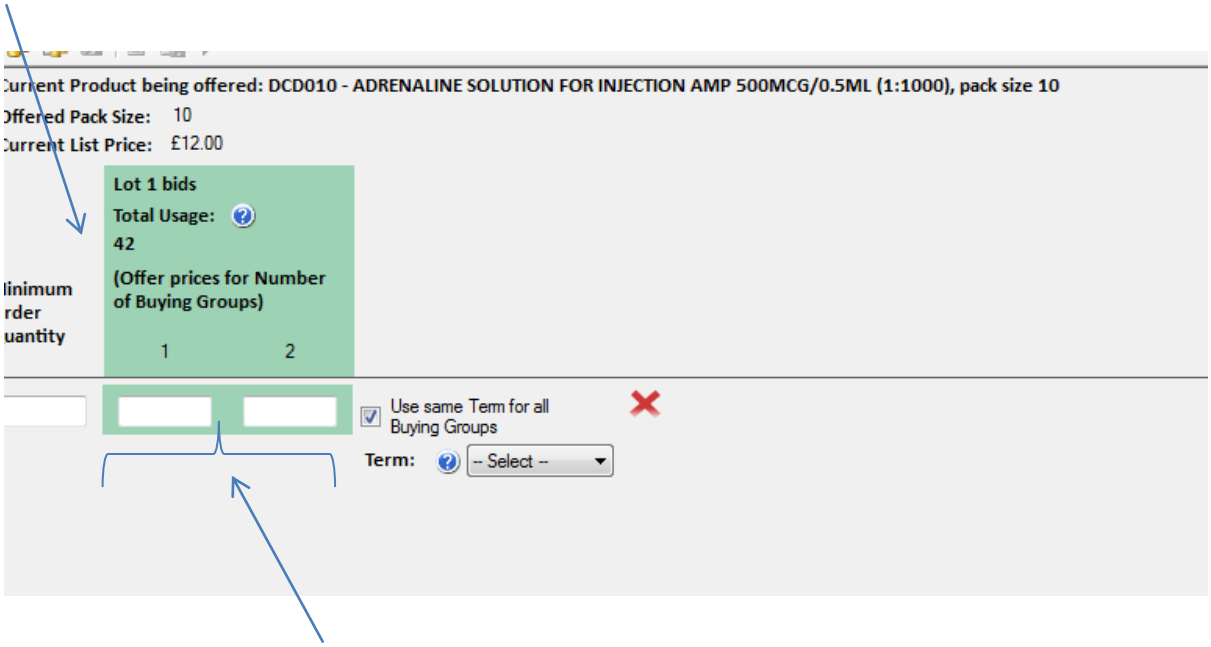


In this example for the product exemplified each buying group is a Lot (total of 6 Lots). The numbers 1-6 in the boxes above do not relate to specific regional buying groups (Lots) but to the number of Lots a supplier may offer for in respect of this Product.

8.4.2 **CM/PHG/15/5465/02 – 33% Hospital Only Products**

In respect of each Product listed in the CM/PHG/15/5465/02 – 33% Hospital Only Products (DCE Lot & DSW Lot) offer schedule (see Document 06a(iv)), up to two (2) Lots (being the DCE Lot and/or the DSW Lot) may be awarded to one supplier.

Please note that this reference to 'Lot' in the SELECTT tender tool does not equate to a Lot as defined at paragraph 8 above



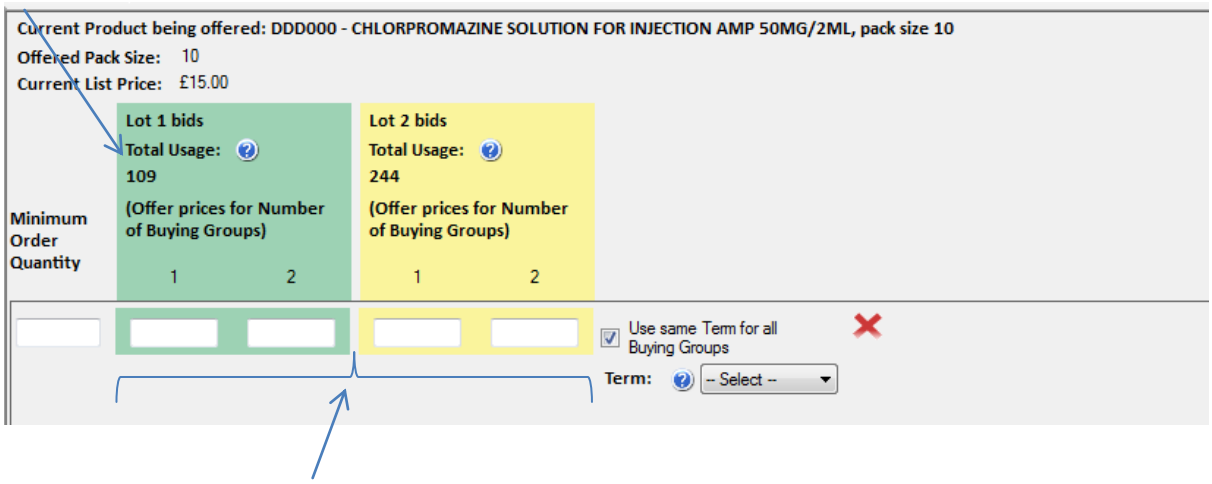
In this example for the product exemplified each buying group is a Lot (total of 2 Lots). The numbers 1 and 2 in the boxes above do not relate to specific regional buying groups (Lots) but to the number of Lots a supplier may offer for in respect of this Product.

8.4.3 CM/PHG/15/5465/03 – Housekeeping Hospital Only Products

In respect of each Product listed in the CM/PHG/15/5465/03 – Housekeeping Hospital Only Products (DLS Lot and DNE Lot; and DLN Lot and DNW Lot) offer schedule (see Document 06a(vi)), except as set out below, up to two (2) Lots may be awarded to one supplier. For the purposes of this procurement in respect of the Lots listed in the CM/PHG/15/5465/03 – Housekeeping Hospital Only Products (DLS Lot and DNE Lot; and DLN Lot and DNW Lot) offer schedule (see Document 06a(vi)), the DLS Lot and the DNE Lot shall be grouped together, and the DLN Lot and the DNW Lot shall be grouped together. Accordingly, where two (2) Lots are awarded, such award shall comprise either of the following combination: (a) the DLS Lot and the DNE Lot; or (b) the DLN Lot and the DNW Lot.

In respect of each Lot listed in the CM/PHG/15/5465/03 – Housekeeping Hospital Only Products offer schedule, where only one offer is received by the Authority (or other offers received by the Authority do not meet the award criteria specified at paragraph 12.1.5 below), up to four (4) Lots may be awarded to one supplier.

Please note that this reference to 'Lot' in the SELECTT tender tool does not equate to a Lot as defined at paragraph 8 above



In this example for the product exemplified each buying group is a Lot (total of 4 Lots) The numbers 1 and 2 in the boxes above do not relate to specific buying groups (Lots) but to the number of Lots a supplier may offer for in respect of this Product.

8.5 In respect of each Product in each Lot, unless otherwise notified, this procurement will establish a single supplier framework arrangement.

9. Offer documentation and submission

9.1 Offers may be submitted for all goods and/or services or for selected items.

9.2 The goods and/or services offered by Offerors shall be strictly in accordance with the Specification (Document No.05). Goods and/or services of essential similarity may be offered but all differences between such items and the Specification must be indicated in detail in the Offer Schedule.

9.3 CMU's Selectt programme shall be used by Offerors to create the Offer documents for this procurement exercise. Instructions on accessing and using this system can be found at the following web link:

https://www.gov.uk/government/publications/drugs-and-pharmaceutical-supplier-tender-submission

9.4 Offers must comprise:

9.4.1 the completed Response form on the BravoSolution website – found under "My Response";

9.4.2 the Offer Schedule in .cmu format - Documents No.06a ii, iv, vi) of the tender pack, Selectt bid file(s), with the title:

CM_PHG_15_5465_01_xxx.cmu
CM_PHG_15_5465_02_xxx.cmu
CM_PHG_15_5465_03_xxx.cmu

where xxx represents your organisations' tendering supplier code.

9.4.3 the Form of Offer (Document No. 07) to be completed on the Bravo website;

9.4.4 the Quality control technical sheet (Document No. 09a) to be completed on the Bravo website;

9.4.5 the Commercially Sensitive Information Schedule, if any, types of information are considered to be confidential by the Offeror;

9.4.6 a statement of prompt settlement discounts, if available;

9.4.7 details of the Offeror's ability, if any, to trade electronically; and

9.4.8 confirmation that any information previously supplied to the Authority in connection with the Offer is still accurate and is incorporated by reference into the Offer.

9.5 The Form of Offer must be approved via the Authority's electronic tendering system by an officer authorised by the Offeror.

9.6 The Form of Offer and other documents referred to in paragraph 9.5 above must be completed in full. Any Offer may be rejected which:

9.6.1 contains gaps, omissions or obvious errors; or

9.6.2 is received after the closing time and date for the receipt of offers.

9.7 For clarification in completing the offer documentation / commercial and / or technical queries please send a message via the Bravosolution messaging portal: https://cmu.bravosolution.co.uk/web/login.shtml. Please note that any queries raised by Offerors and the responses to those queries by the Authority may be published anonymously to all Offerors in order to ensure transparency, fairness and equal treatment of Offerors throughout the procurement exercise.

9.8 Offers and all documents relating to the offers must be written in English and submitted to the Authority via the Authority's electronic tendering system by **13:00 on 21st April 2016.**

10. Authority's Rights

10.1 The Authority reserves the right to:

10.1.1 waive or change the requirements of this Invitation to Offer from time to time without prior (or any) notice being given by the Authority;

10.1.2 seek clarification or documents in respect of an Offeror's submission;

10.1.3 disqualify any Offeror that does not submit a compliant Offer in accordance with the instructions in this Invitation to Offer;

10.1.4 disqualify any Offeror that is guilty of serious misrepresentation in relation to its Offer or the procurement process;

10.1.5 withdraw this Invitation to Offer at any time, or re-invite Offers on the same or any alternative basis;

10.1.6 accept an Offer either in whole or in part, each item being for this purpose treated as offered separately;

10.1.7 choose not to award any framework agreement as a result of the procurement process for any reason;

10.1.8 make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason; and/or

10.1.9 at any time terminate the procurement process for any reason.

11. Warnings and disclaimers

11.1 While the information contained in this Invitation to Offer is believed to be correct at the time of issue, neither the Authority, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from this Invitation to Offer and in respect of any other written or oral communication transmitted (or otherwise made available) to any Offeror. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.

11.2 If an Offeror proposes to enter into a framework agreement with the Authority, it must rely on its own enquiries and on the terms and conditions set out in the framework agreement(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

11.3 Neither the issue of this Invitation to Offer, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.

12. Contract award criteria and award methodology

12.1 Award Criteria

12.1.1 Any framework agreement(s) awarded as a result of this procurement will be awarded on the basis of the offer that is the most economically advantageous to the Authority (MEAT). Where a framework agreement award is made, each Product within the Lot will be awarded separately; each Product within the Lot will form a separate single supplier framework arrangement.

12.1.2 With the exception of those products listed at paragraph 12.1.4 below, the MEAT award criteria (specified at paragraph 12.1.5 below) will be applied in relation to each Product for all Lot(s) or Lot grouping(s) where specified.

12.1.3 An award(s) will be made in accordance with:

(a) the award criteria (specified at paragraph 12.1.5 below); and

(b) the lotting strategy specified at paragraph 8 above,

on the basis of the lowest cost combination of awards to the Authority (where cost is calculated by multiplying the offer price (for the Product) by the estimated tendered volumes for the Lot(s), or Lot grouping where specified, tendered for by the Offeror (anticipated for the duration of the agreement) for the Product).

12.1.4 For the following Products, where the NHS requires the different strengths to be mixed (and product liability issues would be complicated by awards to differing suppliers) the Product descriptions will be combined:

Calcium Folinate solution for Injection
Calcium Folinate solution for Injection Vial 100mg/10ml
Calcium Folinate solution for Injection Vial 50mg/5ml

Carboplatin Solution for Infusion
Carboplatin Solution for Infusion Vial 150mg/15ml
Carboplatin Solution for Infusion Vial 450mg/45ml
Carboplatin Solution for Infusion Vial 50mg/5ml
Carboplatin Solution for Infusion Vial 600mg/60ml

Cisplatin Solution for Infusion
Cisplatin Solution for Infusion Vial 100mg/100ml
Cisplatin Solution for Infusion Vial 50mg/50ml

Cyclophosphamide Powder for Solution for Infusion
Cyclophosphamide Powder for Solution for Infusion Vial 1000mg
Cyclophosphamide Powder for Solution for Infusion Vial 500mg

Cytarabine Solution for Injection (100mg/ml)
Cytarabine Solution for Injection 1g/10ml
Cytarabine Solution for Injection 2g/20ml

Dacarbazine Powder for Solution for Infusion
Dacarbazine Powder for Solution for Infusion Vial 1000mg
Dacarbazine Powder for Solution for Infusion Vial 100mg
Dacarbazine Powder for Solution for Infusion Vial 200mg
Dacarbazine Powder for Solution for Infusion Vial 500mg

Disodium Pamidronate
Disodium Pamidronate Injection 15mg
Disodium Pamidronate Injection 30mg
Disodium Pamidronate Injection 60mg
Disodium Pamidronate Injection 90mg

Docetaxol Solution for Infusion (20mg/ml)
Docetaxol Solution for Infusion Vial 20mg/1ml
Docetaxol Solution for Infusion Vial 80mg/4ml
Docetaxol Solution for Infusion Vial 140mg/7ml **OR**160mg/8ml

Doxorubicin Solution for Injection
Doxorubicin Solution for Injection Vial 10mg/5ml
Doxorubicin Solution for Injection Vial 50mg/25ml

Epirubicin Solution for Injection
Epirubicin Solution for Injection Vial 10mg/5ml
Epirubicin Solution for Injection Vial 50mg/25ml

Fluorouracil Solution for Infusion (50mg/ml 5%)
Fluorouracil Solution for Infusion Vial (5%) 2.5g/50ml
Fluorouracil Solution for Infusion Vial (5%) 5g/100ml
Fluorouracil Solution for Infusion Vial (5%) 500mg/10ml

Gemcitabine Powder for Solution for Infusion
Gemcitabine Powder for Solution for Infusion Vial 1g
Gemcitabine Powder for Solution for Infusion Vial 200mg

Gemcitabine Concentrate for Solution for Infusion
Gemcitabine Concentrate for Solution for Infusion Vial 1g
Gemcitabine Concentrate for Solution for Infusion Vial 200mg
Gemcitabine Concentrate for Solution for Infusion Vial 2g

Irinotecan Solution for Infusion
Irinotecan Solution for Infusion Vial 100mg/5ml
Irinotecan Solution for Infusion Vial 300mg/15ml
Irinotecan Solution for Infusion Vial 40mg/2ml

Methotrexate Solution for Injection (25mg/ml)
Methotrexate Solution for Injection Vial 500mg/20ml
Methotrexate Solution for Injection Vial 50mg/2ml

Oxaliplatin Solution for Infusion
Oxaliplatin Solution for Infusion Vial 100mg/20ml
Oxaliplatin Solution for Infusion Vial 50mg/10ml

Paclitaxel Solution for Infusion
Paclitaxel Solution for Infusion Vial 100mg/16.7ml
Paclitaxel Solution for Infusion Vial 150mg/25ml
Paclitaxel Solution for Infusion Vial 300mg/50ml
Paclitaxel Solution for Infusion Vial 30mg/5ml

Vincristine Solution for Injection
Vincristine Solution for Injection Vial 1mg/1ml
Vincristine Solution for Injection Vial 2mg/2ml

Vinorelbine Solution for Injection
Vinorelbine Solution for Injection Vial 50mg/5ml
Vinorelbine Solution for Injection Vial 10mg/1ml

In respect of the above-named products, the MEAT award criteria (specified at paragraph 12.1.5 below) will be applied in relation to the molecule/form (International Non-proprietary Name (INN)) and awards will be made in accordance with paragraph 8 above and paragraph 12.1.5 below, on the basis of the lowest cost combination of awards to the Authority (where total cost is calculated by calculating the sum of the costs of the respective Products incorporated into the molecule/form level by multiplying the offer price (for each Product) by the estimated tendered volumes for the Lot(s), or Lot grouping where specified, tendered for by the Offeror (anticipated for the duration of the agreement) for the respective Products).

12.1.5 For each Product for all Lot(s) or Lot grouping(s) where specified, the award criteria are as follows:

(a) **Price**
(b) **Qualitative criterion of:**
(i) Quality – to include QA assessment of risk to patient

The criteria are listed in descending order of priority.

Criteria	Sub-Criteria	Debrief Explanation
Price	**Sub-criterion (1)** Cost of product	The successful supplier's offer was the lowest-priced compliant offer received.
	Sub-criterion (2) **This sub-criterion (2) is only applicable in respect of those Products listed at paragraph 12.1.4.** Cost of product across range	The successful supplier's offer across the identified range of products was the lowest-priced compliant offer received.
Quality – to include QA assessment of risk to **patient**	**Sub-criterion (1)** Assessed according to the approach documented in the 'Guidance for performing a pharmaceutical quality assessment of licensed medicines for the NHS'. A copy of this document is available at Document No. 09b. Product QC assessments that are confirmed by the evaluation panel as "Low Risk" or "Medium Risk" will be deemed to be acceptable for award to the framework agreement (subject to satisfying all other award criteria). Any Product QC assessments that are confirmed by the evaluation panel as "High Risk" will only be awarded to the framework in the absence of any other qualifying offers (and subject to satisfying all other award criteria).	The successful supplier's packaging is in accordance with the criteria detailed in the "Guidance for performing a pharmaceutical quality assessment of licensed medicines for the NHS" and therefore less likely to give rise to an increased risk of a medication error and the PQA assessment for their product reflects this.
	Sub-criterion (2) Assessed according to the approach documented in "Guidance for performing a pharmaceutical quality assessment of licensed medicines for the NHS". A copy of this document is available at Document No.09b within the Invitation to Offer pack - Range issue where we are splitting an award across a range of products for differentiation reasons.	The successful supplier's packaging for the complete range of products under consideration are more distinctive and is, in accordance with the criteria detailed in the "Guidance for performing a pharmaceutical quality assessment of licensed medicines for the NHS" less likely to give rise to an increased risk of a medication error.

Table 1. Further description of award criteria requirements and standards

12.2 **Award Methodology**

12.2.1 For each Product for all Lot(s), or Lot grouping(s) where specified, the evaluation comprises a two stage approach:

Stage 1

All offers will **initially** be ranked on Price against the price criteria (being sub-criterion (1) and, where applicable, sub-criterion (2)) (Lowest price; highest rank).

Stage 2

The lowest priced offer will be assessed against the quality criteria (being sub-criterion (1) and (2)) according to the approach documented in the 'Guidance for performing a pharmaceutical quality assessment of licensed medicines for the NHS'. A copy of this document is available at Document No. 09b.

Where the lowest-priced offer successfully fulfils the quality award criteria (being sub-criterion (1) and (2)) that offer will be awarded to the framework agreement in accordance with: (a) the lotting strategy detailed in paragraph 8.4 above; (b) and paragraph 12.1.3.

In circumstances where the lowest-priced offer fails to fulfil the quality award criteria (being sub-criterion (1) and (2)), this offer shall be rejected and the process repeated for the offer initially ranked second on price.

Where two or more offers are received at the same price and all such offers successfully fulfil the quality award criteria (being sub-criterion (1) and (2)), the cost of change sub-criterion detailed in paragraph 12.2.2 below shall be applied, and in the order as described in paragraph 12.2.2 below.

12.2.2 **Cost of change and Supply route and associated cost**

(a) If the incumbent supplier (i.e. the supplier on the Framework Agreement immediately preceding that which is offered in this Invitation to Offer) and one or more other suppliers submit offers at exactly the same price, the award will be made to the incumbent supplier;

(b) If the cost of change sub-criterion is not triggered (as described at paragraph 12.2.1 above) then the Supply Route and Associated Cost sub-criterion detailed at paragraph 12.2.2(c) below shall be applied; and

(c) Supply routes will be preferred in the following order and awards will be made in this strict order of preference (where foregoing award criteria are assessed as equal):

(i) Combination of Three or more Full-Line Wholesalers and direct distribution
(ii) Combination of Two Full –Line Wholesalers and direct distribution
(iii) Combination of Full-line Wholesaler and direct distribution
(iv) Three or more full-line wholesalers
(v) Two full-line wholesalers
(vi) One full-line wholesaler
(vii) Direct distribution only

Criteria	Sub-criteria	Debrief explanation
Quality	**Sub-criterion (3)** Cost of change	The successful supplier's product provides the most economically advantageous offer when the costs associated with change are taken into consideration. Examples of indicators of costs of change may include (but shall not be limited to) the following: • The costs associated with updating pharmacy ordering and stock-holding systems. • The costs associated with segregating products stocked to avoid co-dispensing where this might be problematic, e.g. two products to one patient. • The costs associated with changing any ancillary documentation that might be associated with a particular product, e.g. patient information cards, work cards etc. • The costs associated with assessing and promulgating information pertaining to any specific changes associated with a given product, e.g. storage, handling, differences in excipients or salts or differences in preparation or use of the product. • The costs associated with explaining any differences between products to the patient, e.g. changes in pack presentation, excipients etc.
	Sub-criterion (4) Supply route and associated cost	The successful supplier's distribution routes allow greater flexibility for ordering across a range of products

12.2.3 The process described at paragraphs 12.2.2 above shall be repeated until at least one or more Offerors are successfully appointed to the framework agreement in accordance with the lotting strategy set out at paragraph 8.4 above and paragraph 12.1.3, or none of the offers are found to be acceptable against the award criteria.

12.2.4 For avoidance of doubt where all offers received are confirmed as "High Risk" by the evaluation panel, the award criteria will be applied in the order of priority described in Table 1 above.

12.3 **Evaluation Panel**

Offers will be evaluated by an evaluation panel against the award criteria. The evaluation panel may comprise members of the Department of Health's Commercial Medicines Unit, the Pharmaceutical Market Support Group, NHS Trust pharmacy procurement group representatives, NHS England commissioners and clinical experts.

12.4 **Final Decision to Award**

12.4.1 Following evaluation of Offers in accordance with the evaluation process set out in this Invitation to Offer, the Offeror who offers the most economically advantageous Offer will be awarded the framework agreement for each Product in the relevant Lot(s).

12.4.2 The most economically advantageous tender for a particular Product in the relevant Lot will be the Offer satisfying the award criteria and evaluation process set out in this Invitation to Offer.

12.4.4 Once the Authority has decided to make an award of a framework agreement the Authority will inform the successful Offeror, along with all other tenderers via the bravosolutions eTendering Portal of its intention to award a framework agreement.

12.4.5 Should the successful Offeror for a particular Product within a Lot decline to accept a framework agreement then it may be offered to the next ranked Offeror for that Product within the relevant Lot, until it has been accepted.

12.4.6 At any time following a standstill period of ten days, subject always to paragraph 10 above (and subject to there being no substantive challenge to that intention), a framework agreement will be formally awarded, subject to contract, to the successful Offeror(s).

13. E-auctions

This tender will not include an electronic reverse auction stage.

14. Contract monitoring

14.1 The Authority is committed to helping improve the efficiency of contracted suppliers through sharing information on performance measurement. The criteria for measuring performance shall be agreed with the selected Offerors and formally documented. It is possible that measurement criteria will develop during the term of the framework agreement - this will also be documented following agreement with the Offerors.

15. Costs and expenses

15.1 The Authority will not be liable for any bid costs, expenditure, work or effort incurred by an Offeror in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Authority.

16. Amendments to Invitation to Offer

16.1 At any time prior to the closing time and date for the return of offers, the Authority may modify the documents comprising the Invitation to Offer by notifying Offerors of the same in writing.

16.2 The Authority may extend the closing time and date for the return of offers to allow for significant amendments made by the Authority to be fully assessed and taken into account by Offerors.

17. Procurement exercise timetable

17.1 The following is the timetable for the procurement exercise and Offerors shall note that these dates are indicative and are subject to change upon notice from the Authority. Offerors should also note and observe the timetable for the receipt of clarification queries under this procurement exercise as shown on the Bravo website.

Tender Stage	Date
Tender Documents Returned to CMU via Bravo	**21st April 2016**
Evaluation Period	**21st April 2016 to 1st August 2016**
Award notification issued to Offerors	**1st August 2016**
Agreement Commences	**1st November 2016**